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FOR INFORMATION

ANNOTATED TEXT OF THE UNICEF STANDARD BASIC COOPERATION AGREEMENT

Addendum

The present addendum responds to Executive Board decision 1991/34 (E/ICEF/1991/15), which requested the Executive Director to list all the proposals and reservations made by delegations at the 1991 Executive Board session on the text of the revised draft model Basic Cooperation Agreement.

The attached tabulation sets out, in column 1, the standard Basic Cooperation Agreement as contained in E/ICEF/1992/L.2, which is to be considered by the Executive Board at its 1992 session, together with, in column 2, the draft text of the UNICEF Basic Cooperation Agreement as contained in E/ICEF/1991/L.1/Rev.1 and Corr.1, which was considered by the Board at its 1991 session. The comments and observations made by delegations are reproduced in column 3. Column 4 contains explanatory notes, with references to the articles in the 1992 text (column 1) that have been revised in response to the specific comments and observations made by delegations on the 1991 text. The explanatory notes also provide the reasons for changes introduced in the 1992 text (column 1).

ANNOTATED TEXT OF THE UNICEF STANDARD BASIC COOPERATION AGREEMENT

E/ICEF/1992/L.2	E/ICEF/1991/L.1/Rev.1 and Corr.1	Comments and proposals by delegations	UNICEF explanatory notes
STANDARD BASIC COOPERATION AGREEMENT BETWEEN THE UNITED NATIONS CHILDREN'S FUND AND THE GOVERNMENT OF ___	BASIC COOPERATION AGREEMENT BETWEEN THE UNITED NATIONS CHILDREN'S FUND AND THE GOVERNMENT OF _____		
PREAMBLE	PREAMBLE		
WHEREAS the United Nations Children's Fund (UNICEF) was established by the General Assembly of the United Nations by resolution 57 (I) of 11 December 1946 as an organ of the United Nations and, by this and subsequent resolutions, was charged with the responsibility of meeting, through the provision of financial support, supplies, training and advice, the emergency and long-range needs of children and their continuing needs and providing services in the fields of maternal and child health, nutrition, water supply, basic education and supporting services for women in developing countries, with a view to strengthening, where appropriate, activities and programmes of child survival, development and protection in countries with which UNICEF cooperates, and	WHEREAS the United Nations Children's Fund (UNICEF) was established by the General Assembly of the United Nations by resolution 57 (I) of 11 December 1946 as an organ of the United Nations, and by this and subsequent resolutions, was charged with the responsibility of meeting, through the provision of financial support, supplies, training and advice, the emergency and long-range needs of children and their continuing needs, and providing services in the fields of maternal and child health, nutrition, water supply, basic education and supporting services for women in developing countries, with a view to strengthening, where appropriate, activities and programmes of child survival, development and protection in countries with which UNICEF cooperates, and		The preamble was drafted to take into account the expanded mandate of UNICEF since 1946 by adding, in particular, the provision of financial support and other supporting services for women in developing countries in the field of maternal and child health care.
		No comments.	No changes.

E/ICEF/1992/L.2	E/ICEF/1991/L.1/Rev.1 and Corr.1	Comments and proposals by delegations	UNICEF explanatory notes
WHEREAS UNICEF and the Government of _____ _____wish to establish the terms and conditions under which UNICEF shall, within its mandate, cooperate in programmes in _____,	WHEREAS UNICEF and the Government of _____ _____(hereinafter called the Government) wish to establish the terms and conditions under which UNICEF shall, within its mandate, cooperate in programmes in _____ ___,		
NOW, THEREFORE, UNICEF and the Government, in a spirit of friendly cooperation, have entered into the present Agreement.	NOW, THEREFORE, UNICEF and the Government, in a spirit of friendly cooperation, have entered into the present Agreement.		
ARTICLE I	ARTICLE I		
Definitions	Definitions		
For the purpose of the present Agreement, the following definitions shall apply:	For the purpose of the present Agreement, the following definitions shall apply:		The words defined have been rearranged in alphabetical order. While most definitions remain the same, the words marked (*) are new, those marked (**) have been revised to take into account comments by delegations and those marked (***) have been deleted.
* (a) "Appropriate authorities" means central, local and other competent authorities under the law of the country;	(a) UNICEF means the United Nations Children's Fund;		
(b) "Convention" means the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946;	(b) Government means the Government of _____;		

E/ICEF/1992/L.2	E/ICEF/1991/L.1/Rev.1 and Corr.1	Comments and proposals by delegations	UNICEF explanatory notes
** (c) "Experts on mission" means experts coming within the scope of articles VI and VII of the Convention;	(c) Host country or country means _____;		
(d) "Government" means the Government of _____;	(d) Parties means UNICEF and the Government;		
(e) "Greeting Card Operation" means the organizational entity established within UNICEF to generate public awareness, support and additional funding for UNICEF mainly through the production and marketing of greeting cards and other products;	(e) Convention means the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946;		
(f) "Head of the office" means the official in charge of the UNICEF office;	(f) UNICEF office means the organizational unit(s) in the host country through which UNICEF cooperates in programmes in the country and includes the field offices established in the country;		
(g) "Country" means the country where a UNICEF office is located or which receives programme support from a UNICEF office located elsewhere;	** (g) Head of Office means the UNICEF representative to the country and includes the UNICEF regional director where applicable;		See (f) in column 1.

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E/ICEF/1992/L.2	E/ICEF/1991/L.1/Rev.1 and Corr.1	Comments and proposals by delegations	UNICEF explanatory notes
(h) "Parties" means UNICEF and the Government;	(h) UNICEF officials means all members of the staff of UNICEF employed under the Staff Regulations and Rules of the United Nations, with the exception of persons who are recruited locally and assigned to hourly rates, as provided in General Assembly resolution 76 (I);		
(i) "Persons performing services for UNICEF" means individual contractors, other than officials, engaged by UNICEF to perform services in the execution of programmes of cooperation;	** (i) Experts on mission means individuals, other than UNICEF officials, performing missions for UNICEF;		See (c) in column 1.
(j) "Programmes of cooperation" means the programmes of the country in which UNICEF cooperates, as provided in article III below;	** (j) Persons performing services on behalf of UNICEF means corporate or individual contractors, institutions or firms and their employees, with the exception of nationals of the host country and of UNICEF officials and experts on mission, retained to execute or to assist in the execution of programmes of cooperation;	Some delegations considered the definition of persons performing services rather too broad.	See (i) in column 1.
(k) "UNICEF" means the United Nations Children's Fund;	*** (k) UNICEF personnel means UNICEF officials and experts on mission;		

E/ICEF/1992/L.2	E/ICEF/1991/L.1/Rev.1 and Corr.1	Comments and proposals by delegations	UNICEF explanatory notes
(l) "UNICEF office" means any organizational unit through which UNICEF cooperates in programmes; it may include the field offices established in the country;	(l) Programmes of cooperation means the programmes of the host country in which UNICEF cooperates as provided in article III of the present Agreement;		
(m) "UNICEF officials" means all members of the staff of UNICEF employed under the Staff Regulations and Rules of the United Nations, with the exception of persons who are recruited locally and assigned to hourly rates, as provided in General Assembly resolution 76 (I) of 7 December 1946.	*** (m) Master plan of operations means the country programme document, agreed to between UNICEF and the Government, containing the programmes of the host country in which UNICEF cooperates as provided in article III of the present Agreement;		
	(n) Greeting Card Operation means the organizational entity established within UNICEF to generate public awareness, support and additional funding for UNICEF mainly through the production and marketing of greeting cards and other products.		

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E/ICEF/1992/L.2	E/ICEF/1991/L.1/Rev.1 and Corr.1	Comments and proposals by delegations	UNICEF explanatory notes
ARTICLE II	ARTICLE II		
Scope of the Agreement	Scope of the Agreement		
1. The present Agreement embodies the general terms and conditions under which UNICEF shall cooperate in programmes in the country.	1. The present Agreement embodies the basic conditions under which UNICEF shall, within its mandate, cooperate in programmes in the country.	India para. 1 The words "without detriment to the Government's own interest" should be added at the end of paragraph 1.	The activities of UNICEF in the country are to be agreed upon with the Government as provided in article III. Adding the proposed words might suggest that UNICEF conducts activities that might be detrimental to the Government's interest, which is not so. See also article I (1) of the United Nations Development Programme (UNDP) Standard Basic Assistance Agreement in E/ICEF/1992/L.1/Add.2.
2. UNICEF cooperation in programmes in the country shall be provided consistent with the relevant resolutions, decisions, regulations and rules and policies of the competent organs of the United Nations, including the Executive Board of UNICEF.	2. UNICEF cooperation in programmes in the country shall be provided consistently with the relevant resolutions, decisions, regulations and rules and policies of the competent organs of the United Nations and governing bodies of UNICEF.		
ARTICLE III	ARTICLE III		
Programmes of cooperation and master plan of operations	Programmes of cooperation		
1. The programmes of cooperation agreed to between the Government and UNICEF shall be contained in a master plan of operations to be concluded between UNICEF, the Government and, as the case may be, other participating organizations.	1. The programmes of cooperation agreed to between the Government and UNICEF shall be contained in a master plan of operations to be signed by UNICEF, the Government and, as the case may be, other participating institutions.		

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E/ICEF/1992/L.2	E/ICEF/1991/L.1/Rev.1 and Corr.1	Comments and proposals by delegations	UNICEF explanatory notes
2. The master plan of operations shall define the particulars of the programmes of cooperation, setting out the objectives of the activities to be carried out, the undertakings of UNICEF, the Government and the participating organizations and the estimated financial resources required to carry out the programmes of cooperation.	2. The master plan of operations shall define the particulars of the programmes of cooperation, setting out the objectives of the activities to be carried out, the undertakings of UNICEF, the Government and the participating institutions and the estimated financial resources required to carry out the programme activities.		
3. The Government shall permit UNICEF officials, experts on mission and persons performing services for UNICEF to observe and monitor all the phases and aspects of the programmes of cooperation.	3. The Government shall permit UNICEF personnel to observe and monitor all the phases of the programmes of cooperation.	China para. 3 Suggests to replace the text of paragraph 3 with the wording to be found in the explanatory note in document E/ICEF/1991/L.1/Add.1 of 31 October 1990, which reads as follows: "The Government shall permit authorized officers of UNICEF to observe all the phases of execution of the Plans of Operation in _____."	The text suggested by the delegation of China is to be found in the 1952 UNICEF Model Agreement with Governments, which referred to UNICEF staff as "authorized officers of UNICEF". The text now proposed uses the expression "UNICEF officials" who, as defined in article I (m), are authorized officers of UNICEF.
4. The Government shall keep such statistical records concerning the execution of the master plan of operations as the Parties may consider necessary and shall supply any of such records to UNICEF at its request.	4. The Government shall also keep such statistical records concerning the execution of each master plan of operations as the parties shall consider necessary and shall supply any of such records to UNICEF at its request.		

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E/ICEF/1992/L.2	E/ICEF/1991/L.1/Rev.1 and Corr.1	Comments and proposals by delegations	UNICEF explanatory notes
	5. The terms of the present Agreement shall apply to all aspects of the programmes of cooperation in the country, as contained in the master plan of operations.		
5. The Government shall cooperate with UNICEF in providing the appropriate means necessary for adequately informing the public about the programmes of cooperation carried out under the present Agreement.	6. The Government shall cooperate with UNICEF and shall provide the means necessary for adequately informing the public about the programme activities covered by the present Agreement.		
		India Suggests to add a new paragraph to article III as follows: "7. All the stipulations made in clauses 3, 4, 5 and 6 shall be applicable provided they are without detriment to Government's own interest."	Article III requires that the UNICEF programmes of cooperation be carried out with the agreement of the Government. The Government would, prior to giving its consent, ensure that its interests are safeguarded.

E/ICEF/1992/L.2	E/ICEF/1991/L.1/Rev.1 and Corr.1	Comments and proposals by delegations	UNICEF explanatory notes
ARTICLE IV UNICEF office	ARTICLE IV UNICEF office		
1. UNICEF may establish and maintain an office in the country as the Parties may consider necessary to facilitate the implementation of the programmes of cooperation.	1. The Government agrees that UNICEF may establish and maintain a UNICEF office in the country as the parties may consider necessary to assist in implementing the programmes of cooperation.		
2. UNICEF may, with the agreement of the Government, establish and maintain a regional/area office in the country to provide programme support to other countries in the region/area.	2. UNICEF may also establish and maintain a regional/area office in the country to provide programme support to other countries in the region/area.	China para. 2 Suggests the following revised text: "UNICEF may, after consulting with and being agreed to by the Government, establish and maintain a regional or area office in the country to provide programme support to other countries in the region or area."	By adding "with the agreement of the Government", the revised text takes into account the suggestions of the delegation of China.
3. In the event that UNICEF does not maintain an office in the country, it may, with the agreement of the Government, provide support for programmes of cooperation agreed to between UNICEF and the Government under the present Agreement through a UNICEF regional/area office established in another country.	3. In the event that UNICEF does not maintain a UNICEF office in the country, it may provide the programme support agreed to between UNICEF and the Government under the present Agreement through a UNICEF regional/area office established in another country, as the parties may agree.		

E/ICEF/1992/L.2	E/ICEF/1991/L.1/Rev.1 and Corr.1	Comments and proposals by delegations	UNICEF explanatory notes
ARTICLE V Assignment to UNICEF office	ARTICLE V Personnel		
1. UNICEF may assign to its office in the country officials, experts on mission and persons performing services for UNICEF, as is deemed necessary by UNICEF, to provide support to the programmes of cooperation in connection with:	1. UNICEF may assign to the UNICEF office in the country such UNICEF personnel or other personnel as are deemed necessary by UNICEF to administer and provide support to the programmes of cooperation. 2. UNICEF may designate UNICEF personnel to visit the country for purposes of consulting and cooperating with the corresponding officials of the Government in connection with:		
(a) The preparation, review, monitoring and evaluation of the programmes of cooperation;	(a) The review, preparation, monitoring and evaluation of the programmes of cooperation;		
(b) The shipment, receipt, distribution or use of the supplies, equipment and other materials provided by UNICEF;	(b) The shipment, receipt, distribution or use of the supplies, equipment and other materials provided by UNICEF;	No comments.	
(c) Advising the Government regarding the progress of the programmes of cooperation;	(c) Advising the Government regarding the progress of the programmes of cooperation;		

E/ICEF/1992/L.2	E/ICEF/1991/L.1/Rev.1 and Corr.1	Comments and proposals by delegations	UNICEF explanatory notes
(d) Any other matters relating to the application of the present Agreement.	(d) Any other matters relating to the application of the present Agreement.		
2. UNICEF shall, from time to time, notify the Government of the names of UNICEF officials, experts on mission and persons performing services for UNICEF; UNICEF shall also notify the Government of any changes in their status.	3. UNICEF shall, from time to time, notify the Government of the names of UNICEF officials, experts on mission and persons performing services on behalf of UNICEF assigned to the UNICEF office and of the changes in the status of such persons, in accordance with established custom.	China para. 3 Suggests the following revised text to paragraph 3: "UNICEF shall notify the Government of the names of UNICEF officials, experts on mission and of persons performing services on behalf of UNICEF assigned to the UNICEF Office prior to their services, and notify the Government of the changes in the status of such persons from time to time according to the established protocol." India para. 3 After the words "notify the Government", the words "for its approval" should be added.	The power to appoint and assign staff under the Charter of the United Nations (Article 101) is vested in the Secretary-General who, in the case of UNICEF, has delegated this power to its Executive Director. The Secretary-General is required, for purposes of the privileges and immunities to be accorded to staff, to notify Governments of the names of the officials and their categories who are entitled to such privileges and immunities. As a result, other United Nations agreements with Governments only refer to an obligation to "notify" the Governments of officials assigned and any changes in their status (see article II, (4)(b) of the UNDP/Standard Basic Assistance Agreement). This is done in the new text.

E/ICEF/1992/L.2	E/ICEF/1991/L.1/Rev.1 and Corr.1	Comments and proposals by delegations	UNICEF explanatory notes
ARTICLE VI Government contribution	ARTICLE VI Government contribution		
1. The Government shall provide to UNICEF as mutually agreed upon and to the extent possible:	1. The Government shall provide to UNICEF to every extent possible and as required:	India para. 1 Suggests to change paragraph 1 as follows: "The Government undertakes to provide UNICEF financial assistance as mutually agreed upon and to the extent possible towards the following: ..."	
(a) Appropriate office premises for the UNICEF office, alone or in conjunction with the United Nations system organizations;	(a) Appropriate office premises for the UNICEF office;		Paragraph (a) of article VI(1) has been amended to take into account the requirements in General Assembly resolution 44/211 for United Nations agencies to make arrangements with developing countries for the establishment of common premises.
(b) Costs of postage and telecommunications for official purposes;	(b) Postage and telecommunications for official purposes;	Switzerland Questions the compatibility of article VI, which provides for Government contribution towards, inter alia, appropriate office premises for the UNICEF office, with General Assembly resolution 44/211, paragraph 15 (d) of which requests: "... all organs, organizations and bodies of the United Nations system to make, without delay, the necessary arrangements, in cooperation with host Governments and without additional cost to developing countries, to establish common premises at the country level ..."	

E/ICEF/1992/L.2	E/ICEF/1991/L.1/Rev.1 and Corr.1	Comments and proposals by delegations	UNICEF explanatory notes
		India	
(c) Costs of local services such as equipment, fixtures and maintenance of office premises;	(c) Transportation for UNICEF personnel in the performance of their official functions within the country;	paras. 1 (c) and 2 Suggests to reverse the order of article VI(1)(c) and VI(2) as follows: para. 1 (c) should read: "(c) Costs of certain local services such as equipment fixtures and maintenance of office premises;"	The proposed rearrangement has been made.
(d) Transportation for UNICEF officials, experts on mission and persons performing services for UNICEF in the performance of their official functions in the country.	(d) Government accommodation, where available, to UNICEF personnel while in official travel status within the country.		
	2. The Government shall also provide funds, up to mutually agreed amounts, to cover the costs of certain local services as the parties shall agree, including, but not limited to, equipment, fixtures and maintenance for the office premises.	para. 2 should read: "2. The Government also undertakes to provide government accommodation and transportation, subject to availability to UNICEF personnel, while in official travel status within the country."	Same comment as above. See para. 1(d) in column 1.

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E/ICEF/1992/L.2	E/ICEF/1991/L.1/Rev.1 and Corr.1	Comments and proposals by delegations	UNICEF explanatory notes
2. The Government shall also assist UNICEF:	3. The Government shall also assist UNICEF:		
(a) In the location and/or in the provision of suitable housing accommodation for internationally recruited UNICEF officials, experts on mission and persons performing services for UNICEF;	(a) In the location of suitable housing accommodation for internationally recruited UNICEF personnel;		
(b) In the installation and supply of utility services such as water, electricity, sewerage, fire protection services and other services, for UNICEF office premises.	(b) In the installation and supply of utility services.		
3. In the event that UNICEF does not maintain a UNICEF office in the country, the Government undertakes to contribute towards the expenses incurred by UNICEF in maintaining a UNICEF regional/area office elsewhere, from which support is provided to the programmes of cooperation in the country, up to a mutually agreed amount, taking into account contributions in kind, if any.	4. In the event that UNICEF does not maintain a UNICEF office in the country, the Government agrees to contribute towards the expenses incurred by UNICEF in maintaining a UNICEF regional/area office elsewhere, from which support is provided to the programmes of cooperation in the country, up to a mutually agreed amount.	para. 4 The words "taking into account contributions in kind if any" should be added at the end of the paragraph.	The proposed addition has been made.

E/ICEF/1992/L.2	E/ICEF/1991/L.1/Rev.1 and Corr.1	Comments and proposals by delegations	UNICEF explanatory notes
ARTICLE VII UNICEF supplies, equipment and other assistance	ARTICLE VII Supplies, equipment and other assistance		
1. UNICEF contribution to programmes of cooperation may be made in the form of financial and other assistance. Supplies, equipment and other assistance intended for the programmes of cooperation under the present Agreement shall be transferred to the Government upon arrival in the country, unless otherwise provided in the master plan of operations.	1. UNICEF contribution to programmes of cooperation may be in the form of financial and other assistance. Supplies, equipment and other materials furnished by UNICEF for the programmes of cooperation under the present Agreement shall be transferred to the Government upon arrival in the country, unless otherwise provided in the master plan of operations.		
2. UNICEF may place on the supplies, equipment and other materials intended for programmes of cooperation such markings as are deemed necessary to identify them as being provided by UNICEF.	2. UNICEF may place on the supplies, equipment and other materials it furnished such markings as are deemed necessary to identify them as being provided by UNICEF.	No comments.	
3. The Government shall grant UNICEF all necessary permits and licences for the importation of the supplies, equipment and	3. The Government shall be responsible for, and shall meet the costs associated with, the clearance, receipt, unloading, storage,		

E/ICEF/1992/L.2	E/ICEF/1991/L.1/Rev.1 and Corr.1	Comments and proposals by delegations	UNICEF explanatory notes
other materials under the present Agreement. It shall be responsible for, and shall meet the costs associated with, the clearance, receipt, unloading, storage, insurance, transportation and distribution of such supplies, equipment and other materials after their arrival in the country.	insurance, transport and distribution of the supplies, equipment and other materials provided by UNICEF under the present Agreement, after their arrival in the country.		
4. While paying due respect to the principles of international competitive bidding, UNICEF shall attach high priority to the local procurement of supplies, equipment and other materials which meet UNICEF requirements in quality, price and delivery terms.			

E/ICEF/1992/L.2	E/ICEF/1991/L.1/Rev.1 and Corr.1	Comments and proposals by delegations	UNICEF explanatory notes
5. The Government shall exert its best efforts, and take the necessary measures, to ensure that the supplies, equipment and other materials, as well as financial and other assistance intended for programmes of cooperation, are utilized in conformity with the purposes stated in the master plan of operations and are employed in an equitable and efficient manner without any discrimination based on sex, race, creed, nationality or political opinion. No payment shall be required of any recipient of supplies, equipment and other materials furnished by UNICEF unless, and only to such extent as, provided in the relevant master plan of operations.	4. The Government shall exert its best efforts, and take the necessary steps and measures, to ensure that the supplies, equipment, financial and other assistance provided by UNICEF under the present Agreement are utilized in conformity with the purposes stated in the master plan of operations and are employed in an equitable and efficient manner without any discrimination based on sex, race, creed, nationality or political opinion. No payment shall be required of any recipient of supplies, equipment and other materials furnished by UNICEF unless, and only to such extent as, provided in the relevant master plan of operations.	India para. 4 Suggests an alternative text to paragraph 4, as follows: "4. UNICEF will as far as possible purchase locally available supplies and equipment which meet UNICEF requirements in quality, price and delivery."	This suggestion is now incorporated in a new paragraph 4 (see column 1). The question of increased procurement from development countries is the subject of a number of General Assembly resolutions, but these also make it clear that this must be done consistently with the principle of international competitive bidding and maximum effectiveness, and within the Financial Regulations and Rules of the United Nations (see General Assembly resolution 42/196, paras. 27 and 29).
6. No direct taxes, value added tax, fees, tolls or duties shall be levied on the supplies, equipment and other materials intended for programmes of cooperation in accordance with the master plan of operations. In respect of supplies and equipment purchased	5. No taxes including value added tax, fees, tolls or duties shall be levied on the supplies, equipment and other materials furnished by UNICEF for the programmes of cooperation.	para. 5 Suggested paragraph 5 should read as follows: "5. No taxes, fees, tolls or duties shall be levied on supplies and equipment furnished by UNICEF in accordance with plans of operations, except that in respect of supplies and equipment locally purchased by UNICEF,	This suggestion has been incorporated in the revised text, with a few drafting changes, to take into account the provisions of section 8 of the Convention on the Privileges and Immunities of the United Nations.

E/ICEF/1992/L.2	E/ICEF/1991/L.1/Rev.1 and Corr.1	Comments and proposals by delegations	UNICEF explanatory notes
locally for programmes of cooperation, the Government shall, in accordance with section 8 of the Convention, make appropriate administrative arrangements for the remission or return of any excise duty or tax payable as part of the price.		exemption from payment of excise duty shall be considered by the Government in accordance with the provisions of section 8 of article II of the United Nations (Privileges and Immunities) Act, 1947."* *This is a reference to an Indian Statute and not a United Nations text.	
7. The Government shall, upon request by UNICEF, return to UNICEF any funds, supplies, equipment and other materials that have not been used in the programmes of cooperation.	6. The Government shall, upon request by UNICEF, return to UNICEF any funds, supplies, equipment and other materials provided to the Government by UNICEF, that have not been used in the programmes of cooperation.		
8. The Government shall maintain proper accounts, records and documentation in respect of funds, supplies, equipment and other assistance under this Agreement. The form and content of the accounts, records and documentation required shall be as agreed upon by the Parties. Authorized officials of UNICEF shall have access	7. The Government shall maintain proper accounts, records and documentation, in respect of the funds received from UNICEF and disbursed by the Government, in such form as is necessary to permit adequate review of the use made of such funds. The form and content of the accounts, records and documentation required		

E/ICEF/1992/L.2	E/ICEF/1991/L.1/Rev.1 and Corr.1	Comments and proposals by delegations	UNICEF explanatory notes
to the relevant accounts, records and documentation concerning distribution of supplies, equipment and other materials, and disbursement of funds.	shall be as agreed upon by the parties. Authorized officials of UNICEF shall have access to relevant documents concerning expenditures against funds provided by UNICEF.		
9. The Government shall, as soon as possible, but in any event within sixty (60) days after the end of each of the UNICEF financial years, submit to UNICEF progress reports on the programmes of cooperation and certified financial statements, audited in accordance with existing government rules and procedures.	8. The Government shall, as soon as possible, but in any event within sixty (60) days after the end of each of the UNICEF financial years, submit to UNICEF progress reports on the programmes of cooperation and certified financial statements, audited in accordance with existing government rules and procedures.	para. 8 Suggested paragraph 8 would end with the words "programmes of cooperation", and the words "and certified financial statements, audited in accordance with existing government rules and procedures", would be deleted.	The General Assembly has called for strict accountability in the administration of funds for technical cooperation and the External Auditors have increasingly insisted on obtaining audited financial reports from Governments and other institutions administering United Nations financed programmes.

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E/ICEF/1992/L.2	E/ICEF/1991/L.1/Rev.1 and Corr.1	Comments and proposals by delegations	UNICEF explanatory notes
ARTICLE VIII Intellectual property rights	ARTICLE VIII Intellectual property rights		
1. The Parties agree to cooperate and exchange information on any discoveries, inventions or works resulting from programme activities undertaken under the present Agreement, with a view to ensuring their most efficient and effective use and exploitation by the Government and UNICEF.	1. Consistent with the policies of the United Nations, it is agreed that the ownership of patent rights, copyrights and other similar intellectual property rights in any works, discoveries or inventions resulting from programme activities and operations fully financed by UNICEF shall be vested in UNICEF for the benefit of all member countries.	**India** Article VIII in its present text should be entirely deleted, and the following text should be inserted: "Ownership of patent rights and rights on any discovery or invention as well as copyrights and other similar rights on works (including documents, plans, reports, etc.) resulting from the programme activities which are either partly or fully financed by UNICEF shall vest jointly with UNICEF and the Government."	The proposal for joint use and exploitation of intellectual property rights has largely been accepted and is incorporated in the new text in column 1. Since the word "ownership" generated much debate and misunderstanding, it is not used in the text. In line with long standing United Nations policies on intellectual property rights, paragraphs 2 permits UNICEF to make it possible for other Governments to share in the use of new discoveries.
2. Patent rights, copyright rights and other similar intellectual property rights in any discoveries, inventions or works under paragraph 1 of this article resulting from programmes in which UNICEF cooperates may be made available by UNICEF free of royalties to other Governments with which UNICEF cooperates for their use and exploitation in programmes.	2. The Government shall inform UNICEF promptly of any particular right or rights in any works, discoveries or inventions which to its knowledge have resulted from the implementation of programme activities fully funded by UNICEF and shall, at the request of UNICEF, assist UNICEF to register such rights, in accordance with national legislation and other applicable international instruments.	**Mexico** Objects in principle to the inclusion of an article on intellectual property rights within the framework of the present Agreement and, in particular, to the vesting in UNICEF of any property rights in inventions that have been made in Mexico, even though they might have arisen from programmes financed by UNICEF.	See comment above. The question of ownership is now resolved by emphasizing, instead, shared use and exploitation of new inventions and discoveries.

E/ICEF/1992/L.2	E/ICEF/1991/L.1/Rev.1 and Corr.1	Comments and proposals by delegations	UNICEF explanatory notes
	3. The Government shall have the right to use and exploit any such intellectual property rights, discoveries or inventions, and to obtain any necessary licences free of any royalty or charge.		
ARTICLE IX Applicability of the Convention The Convention shall be applicable mutatis mutandis to UNICEF, its office, property, funds and assets and to its officials and experts on mission in the country.	ARTICLE IX Privileges and immunities 1. The Government shall extend to UNICEF, its property, funds and assets, and to its officials and experts on mission, the privileges and immunities set out in the Convention. 2. Without prejudice to the provisions of paragraph 1 of the present article, the Government shall in particular extend to UNICEF and its personnel the privileges, immunities, rights and facilities provided in articles X to XVII hereunder.	India para. 1 The words "and as mutually agreed upon" should be added at the end of paragraph 1.	Governments have already acceded to the Convention and agreed to its application to the United Nations and, therefore, to UNICEF which is an integral part of the United Nations. The wording has been revised to clarify this.

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E/ICEF/1992/L.2	E/ICEF/1991/L.1/Rev.1 and Corr.1	Comments and proposals by delegations	UNICEF explanatory notes
ARTICLE X Legal status of UNICEF office	ARTICLE X UNICEF office, property, funds and assets		
1. UNICEF, its property, funds and assets, wherever located and by whomsoever held, shall enjoy immunity from every form of legal process except in so far as in any particular case it has expressly waived its immunity. It is understood, however, that no waiver of immunity shall extend to any measure of execution.			
2. (a) The premises of the UNICEF office shall be inviolable. The property and assets of UNICEF, wherever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action.	1. The premises of the UNICEF office shall be inviolable. The appropriate government authorities shall exercise due diligence to ensure the security and protection of the premises of the UNICEF office.	No comments.	

E/ICEF/1992/L.2	E/ICEF/1991/L.1/Rev.1 and Corr.1	Comments and proposals by delegations	UNICEF explanatory notes
(b) The appropriate authorities shall not enter the office premises to perform any official duties, except with the express consent of the head of the office and under conditions agreed to by him or her.			
3. The appropriate authorities shall exercise due diligence to ensure the security and protection of the UNICEF office, and to ensure that the tranquility of the office is not disturbed by the unauthorized entry of persons or groups of persons from outside or by disturbances in its immediate vicinity.		No comments.	
4. The archives of UNICEF, and in general all documents belonging to it, wherever located and by whomsoever held, shall be inviolable.			
ARTICLE XI			
UNICEF funds, assets and other property	(Cont. of article X)		
1. Without being restricted by financial controls, regulations or moratoria of any kind:	2. Without being restricted by financial controls, regulations or moratoria of any kind, UNICEF may freely:		

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E/ICEF/1992/L.2	E/ICEF/1991/L.1/Rev.1 and Corr.1	Comments and proposals by delegations	UNICEF explanatory notes
	(a) Bring into the country from any other country and acquire from authorized banking and financial institutions, funds, securities, currencies of any kind and negotiable instruments;		
	(b) Accept funds, securities, currencies of any kind and negotiable instruments conveyed to UNICEF through bequests, or obtained from UNICEF activities in the country;		
(a) UNICEF may hold and use funds, gold or negotiable instruments of any kind and maintain and operate accounts in any currency and convert any currency held by it into any other currency;	(c) Hold and use funds, securities, currencies of any kind and negotiable instruments for its programmes in the country, maintain and operate accounts in any currency, and convert any currencies held by it into any other currency;	No comments.	
(b) UNICEF shall be free to transfer its funds, gold or currency from one country to another or within any country, to other organizations or agencies of the United Nations system;	(d) Transfer its funds, securities, currencies of any kind and negotiable instruments from the country to any other country or within the country, to individuals, firms, institutions or agencies, including any organization or agency of the United Nations system.		
(c) UNICEF shall be accorded the most favourable, legally available rate of exchange for its financial activities.			

E/ICEF/1992/L.2	E/ICEF/1991/L.1/Rev.1 and Corr.1	Comments and proposals by delegations	UNICEF explanatory notes
	3. The rate of exchange available to UNICEF for the financial activities envisaged above shall be the most favourable, legally available rate of exchange		
2. UNICEF, its assets, income and other property shall: (a) Be exempt from all direct taxes, value added tax, fees, tolls or duties; it is understood, however, that UNICEF will not claim exemption from taxes which are, in fact, no more than charges for public utility services, rendered by the Government or by a corporation under government regulation, at a fixed rate according to the amount of services rendered and which can be specifically identified, described and itemized; (b) Be exempt from customs duties and prohibitions and restrictions on imports and exports in respect of articles imported or exported by UNICEF for its official use. It is understood, however, that articles imported under such exemptions	4. In exercising the rights accorded to it under paragraph 2 of the present article, UNICEF shall pay due regard to any representation made to it by the Government consistent with its national legislation and shall endeavour to give effect thereto, so far as this is possible without detriment to its own interests.	India A new paragraph should be added to article X as follows: "5. All the rights and obligations listed in clauses 1-4 shall be subject to the national laws and regulations."	The UNICEF Basic Cooperation Agreement, when signed by a Government, and the Convention, would be international instruments governed by international law and cannot be subject to national laws and regulations which the Government can amend without UNICEF agreement.

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E/ICEF/1992/L.2	E/ICEF/1991/L.1/Rev.1 and Corr.1	Comments and proposals by delegations	UNICEF explanatory notes
will not be sold in the country into which they were imported except under conditions agreed with the Government; (c) Be exempt from customs duties and prohibitions and restrictions on imports and exports in respect of its publications.			
ARTICLE XII Greeting cards and other UNICEF products Any materials imported or exported by UNICEF or by national bodies duly authorized by UNICEF to act on its behalf, in connection with the established purposes and objectives of the UNICEF Greeting Card Operation, shall be exempt from all customs duties, prohibitions and restrictions, and the sale of such materials for the benefit of UNICEF shall be exempt from all national and local taxes.	ARTICLE XII Greeting cards and other UNICEF products Any materials imported or exported by UNICEF or by national bodies duly authorized by UNICEF to act on its behalf, in connection with the established purposes and objectives of the UNICEF Greeting Card Operation, shall be exempt from all customs duties, prohibitions and restrictions, and the sale of such materials for the benefit of UNICEF shall be exempt from all national and local taxes.	No comments.	

E/ICEF/1992/L.2	E/ICEF/1991/L.1/Rev.1 and Corr.1	Comments and proposals by delegations	UNICEF explanatory notes
ARTICLE XIII UNICEF officials	ARTICLE XIII UNICEF personnel Officials		
1. Officials of UNICEF shall:	1. UNICEF officials shall enjoy the following privileges and immunities:	India Suggests to replace article XIII in its entirety with the following text taken from article VII of the agreement between UNICEF and India:	The proposal by India is already taken care of in article IX, which provides for the application to UNICEF of the provisions of the Convention on the Privileges and Immunities of the United Nations. As can be seen from the Indian reference to the "Act of 1947", many countries have re-enacted the Convention for incorporation in their laws, but others have not and there are still countries not parties to the Convention. This being a standard text, UNICEF prefers to set out the essential provisions of the Convention as have been applied over the years by Governments to the United Nations and leave it to future negotiations with individual countries to adopt some of the provisions according to their individual requirements.
(a) Be immune from legal process in respect of words spoken or written and all acts performed by them in their official capacity. Such immunity shall continue to be accorded after termination of employment with UNICEF;	(a) Immunity from legal process of any kind in respect of words spoken or written or in respect of any act performed in an official capacity. Such immunity will continue even after termination of employment with UNICEF;	"1. The Government shall apply to UNICEF as an organ of the United Nations, to its property, funds and assets, to its officials, and to the experts and consultants provided by UNICEF to the projects assisted by them, the provisions of United Nations (Privileges and Immunities) Act, 1947 to give effect to the Convention on the Privileges and Immunities of the United Nations.	
(b) Be exempt from taxation on the salaries and emoluments paid to them by UNICEF;	(b) The same protection and repatriation facilities with respect to themselves, their spouses and other dependants as are accorded in time of crisis to diplomatic envoys;		
(c) Be immune from national service obligations;	(c) Exemption from taxation in respect of salaries, emoluments and allowances paid by UNICEF;	"2. No taxes, fees, tolls or duties shall be levied on supplies and equipment furnished by UNICEF in accordance	This paragraph is covered in article VII. In the UNICEF Basic Cooperation Agreement, a distinction is made

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E/ICEF/1992/L.2	E/ICEF/1991/L.1/Rev.1 and Corr.1	Comments and proposals by delegations	UNICEF explanatory notes
(d) Be immune, together with their spouses and relatives dependent on them, from immigration restrictions and alien registration;	(d) Prompt clearance and issuance without cost of necessary visas, licenses or permits necessary for the effective exercise of their functions;	with plans of operations except that in respect of supplies and equipment locally purchased by UNICEF, exemption from payment of excise duty shall be considered by the Government in accordance with the provisions of Section 8 of Article II of the United Nations (Privileges and Immunities) Act, 1947."	between the privileges and immunities accorded to UNICEF as an organ of the United Nations and its property, funds and assets - see articles X, XI and XII; those accorded to officials and other personnel - see articles XIII and XIV; and those facilities which Governments extend to UNICEF to promote implementation of the programmes of cooperation in the country - see articles VII (UNICEF supplies, equipment and other assistance), XVIII (Facilities in respect of communications) and XIX (Facilities in respect of means of transportation).
(e) Be accorded the same privileges in respect of exchange facilities as are accorded to officials of comparable ranks forming part of diplomatic missions to the Government;	(e) Free movement within or to or from the country, to the extent necessary for the implementation of the programmes of cooperation;	**China** para. 1(e) Suggests to delete the words "within or" from the text of paragraph 1(e).	The implementation of programmes of cooperation requires unimpeded access to the sites within the country. However, the new text has been revised to take into account the observations of the delegation of China. (See article XVI 1(b) infra.)
(f) Be given, together with their spouses and relatives dependent on them, the same repatriation facilities in time of international crisis as diplomatic envoys;	(f) Exemption, with respect to themselves, their spouses, and other dependants, from immigration restriction and alien registration;		

E/ICEF/1992/L.2	E/ICEF/1991/L.1/Rev.1 and Corr.1	Comments and proposals by delegations	UNICEF explanatory notes
	(g) The issuance of any permits necessary for importation free of duty of household and personal effects or other property, materials and supplies intended for their personal use or consumption and authorization to take any of them out of the country on completion of their assignment;		
	(h) Immunity from service in the military and any other obligatory service.		
	ARTICLE XVI		
	Head of the UNICEF office		
2. The head of the UNICEF office and other senior officials, as may be agreed between UNICEF and the Government, shall enjoy the same privileges and immunities accorded by the Government to members of diplomatic missions of comparable ranks. For this purpose, the name of the head of the UNICEF office may be incorporated in the diplomatic list.	The head of the UNICEF office shall enjoy the privileges, immunities and facilities granted to heads of diplomatic missions accredited to the Government. For this purpose his or her name shall be incorporated into the diplomatic list. The senior officials, as may be agreed between UNICEF and the Government, shall enjoy the same privileges and immunities accorded by the Government to the members of diplomatic missions of comparable rank.	No comments.	Article XVI is now paragraph 2 of article XIII.

E/ICEF/1992/L.2	E/ICEF/1991/L.1/Rev.1 and Corr.1	Comments and proposals by delegations	UNICEF explanatory notes
3. UNICEF officials shall also be entitled to the following facilities:			
(a) To import free of custom and excise duties limited quantities of certain articles intended for personal consumption in accordance with existing government regulation;			
(b) To import a motor vehicle free of customs and excise duties, including value added tax, in accordance with existing government regulation applicable to members of diplomatic missions of comparable ranks.			
ARTICLE XIV	Article XIII (Cont.)		
Experts on mission	Experts on mission		
1. Experts on mission shall be granted the privileges and immunities specified in article VI, sections 22 and 23, of the Convention.	2. Experts on mission shall be granted the privileges and immunities specified in article VI, sections 22 to 23, of the Convention.		
2. Experts on mission may be accorded such additional privileges, immunities and facilities as may be agreed upon between the Parties.			

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E/ICEF/1992/L.2	E/ICEF/1991/L.1/Rev.1 and Corr.1	Comments and proposals by delegations	UNICEF explanatory notes
ARTICLE XV Persons performing services for UNICEF 1. Persons performing services for UNICEF shall: (a) Be immune from legal process in respect of words spoken or written and all acts performed by them in their official capacity. Such immunity shall continue to be accorded after termination of employment with UNICEF; (b) Be given, together with their spouses and relatives dependent on them, the same repatriation facilities in time of international crisis as diplomatic envoys. 2. For the purpose of enabling them to discharge their functions independently and efficiently, persons performing services for UNICEF may be accorded such other privileges, immunities and facilities as specified in article XIII above, as may be agreed upon between the Parties.	ARTICLE XIV Persons performing services Persons performing services on behalf of UNICEF, other than nationals of the host country employed locally, shall be granted the privileges and immunities specified in article V, section 18, of the Convention. They shall, in particular, be granted the rights and facilities specified in subparagraphs (c), (d), (e) and (g) of paragraph 1 of article XIII of the present Agreement.	Egypt Objects to the granting of any privileges and immunities to other than UNICEF officials; and although it is aware of a similar provision in the UNDP/SBAA, it is its position that this precedent should not be repeated.	The text of this article has been revised so that persons performing services are provided the most essential of the privileges accorded to experts on mission in article VI, sections 22 and 23 of the Convention, and will not be accordsd the privileges and immunities in Section 18 of the Convention applicable to Uited Nations officials, as in previous texts (see article IX(4)(a) of the UNDP/Standard Basic Assistance Agreement), except as the Government and UNICEF shall agree.

E/ICEF/1992/L.2	E/ICEF/1991/L.1/Rev.1 and Corr.1	Comments and proposals by delegations	UNICEF explanatory notes
ARTICLE XVI Access facilities 1. UNICEF officials, experts on mission and persons performing services for UNICEF shall be entitled to:			
(a) To prompt clearance and issuance, free of charge, of visas, licences or permits, where required;	(See article XIII, para. 1(d))		This provision was previously part of the 1991 text of article XIII and is based on article X of the UNDP/Standard Basic Assistance Agreement.
(b) To unimpeded access to or from the country, and within the country, to all sites of cooperation activities, to the extent necessary for the implementation of programmes of cooperation.	(See article XIII, para. 1(e))		
ARTICLE XVII Locally recruited personnel assigned to hourly rates	ARTICLE XV Other personnel		
The terms and conditions of employment for persons recruited locally and assigned to hourly rates shall be in accordance with the relevant United Nations resolutions, decisions, regulations and rules and policies of the competent organs of the United Nations, including UNICEF.	The terms and conditions of employment for personnel recruited locally by UNICEF and assigned to hourly rates shall be in accordance with the relevant United Nations resolutions, decisions, regulations and rules and policies of the competent organs of the United Nations and governing bodies of UNICEF.	No comments.	A sentence has been added at the end for clarity.

E/ICEF/1992/L.2	E/ICEF/1991/L.1/Rev.1 and Corr.1	Comments and proposals by delegations	UNICEF explanatory notes
Locally recruited personnel shall be accorded all facilities necessary for the independent exercise of their functions for UNICEF.			
ARTICLE XVIII	ARTICLE XI		
Facilities in respect of communications	Facilities in respect of communications		
1. UNICEF shall enjoy, in respect of its official communications, treatment not less favourable than that accorded by the Government to any diplomatic mission (or intergovernmental organization) in matters of establishment and operation, priorities, tariffs, charges on mail and cablegrams and on teleprinter, facsimile, telephone and other communications, as well as rates for information to the press and radio.	1. UNICEF shall enjoy, in respect of its official communications, treatment not less favourable than that accorded by the Government to any other Government, including its diplomatic missions, or to other intergovernmental organizations in matters of establishment and operation, priorities, tariffs, charges on mail and cablegrams and on teleprinter, facsimile, telephone and other communications, as well as rates for information to the press and radio.	No comments.	
2. No official correspondence or other communication of UNICEF shall be subjected to censorship. Such immunity shall extend to printed matter, photographic and electronic data communications and other	2. No official correspondence or other communication of UNICEF shall be subjected to censorship. Such immunity shall extend to printed matter, photographic and electronic data communications and other	No comments.	

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E/ICEF/1992/L.2	E/ICEF/1991/L.1/Rev.1 and Corr.1	Comments and proposals by delegations	UNICEF explanatory notes
forms of communications as may be agreed upon between the Parties. UNICEF shall be entitled to use codes and to dispatch and receive correspondence either by courier or in sealed pouches, all of which shall be inviolable and not subject to censorship.	forms of communications to be added by joint agreement. UNICEF shall be entitled to use codes and to dispatch and receive correspondence either by courier or in sealed pouches, all of which shall be inviolable and not subject to censorship.		
3. UNICEF shall have the right to operate radio and other telecommunication equipment on United Nations registered frequencies and those allocated by the Government between its offices, within and outside the country, and in particular with UNICEF headquarters in New York.			A new paragraph has been added to bring the text in line with recent agreements between the United Nations and Governments to take into account of new technologies using earth satellites through INTELSAT and INMARSAT.
4. UNICEF shall be entitled, in the establishment and operation of its official communications, to the benefits of the International Telecommunication Convention (Nairobi, 1982) and the regulations annexed thereto.	3. UNICEF shall be entitled, in the establishment and operation of its official communications, to the benefits of the International Telecommunication Convention (Nairobi, 1982) and the regulations annexed thereto.		
		India A new paragraph should be added to article XI as follows:	The question of subjecting the Basic Cooperation Agreement to

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E/ICEF/1992/L.2	E/ICEF/1991/L.1/Rev.1 and Corr.1	Comments and proposals by delegations	UNICEF explanatory notes
		"4. All the facilities mentioned in 1-3 shall be applicable as mutually agreed upon and subject to national laws and regulations."	national law has been discussed above (see note on article XI, column 1). It is clear that when negotiations are conducted with individual Governments, each Government will want to agree to only those provisions which are consistent with its laws. Once agreement is reached, however, the Basic Cooperation Agreement should apply without limitations due to laws enacted after signature.
ARTICLE XIX Facilities in respect of means of transportation The Government shall grant UNICEF necessary permits or licenses for, and shall not impose undue restrictions on, the acquisition or use and maintenance by UNICEF of civil aeroplanes and other craft required for programme activities under the present Agreement.	ARTICLE XII Facilities in respect of means of transportation The Government shall grant UNICEF necessary permits or licenses for, and shall not impose undue restrictions on, the acquisition or use and maintenance by UNICEF of civil aeroplanes and other craft required for programme activities under the present Agreement.	India The words "as mutually agreed upon subject to national laws and regulations" should be added at the end of the article.	Same as above - see note against article XVIII.

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E/ICEF/1992/L.2	E/ICEF/1991/L.1/Rev.1 and Corr.1	Comments and proposals by delegations	UNICEF explanatory notes
ARTICLE XX Waiver of privileges and immunities The privileges and immunities accorded under the present Agreement are granted in the interests of the United Nations, and not for the personal benefit of the persons concerned. The Secretary-General of the United Nations has the right and the duty to waive the immunity of any individual referred to in articles XIII, XIV and XV in any case where, in his opinion, such immunity impedes the course of justice and can be waived without prejudice to the interests of the United Nations and UNICEF.	ARTICLE XVIII Waiver of privileges and immunities The privileges and immunities accorded under the present Agreement are granted in the interest of the United Nations, including UNICEF, and not for the personal benefit of the persons concerned. The Secretary-General of the United Nations has the right and the duty to waive the immunity of any individual in any case where, in his opinion, such immunity impedes the course of justice and can be waived without prejudice to the interests of the United Nations and UNICEF.		
ARTICLE XXI Claims against UNICEF 1. UNICEF cooperation in programmes under the present Agreement is provided for the benefit of the Government and people of the country and, therefore, the Government shall bear all the risks of the operations under the present Agreement.	ARTICLE XIX Claims against UNICEF 1. UNICEF cooperation in programmes under the present Agreement is provided for the benefit of the Government and people of the host country and, therefore, the Government shall bear all the risks of the operations under the present Agreement.	Suggests to replace article XIX with article VI of UNICEF - India Cooperation Agreement, as follows: "1. The Government shall assume, subject to the provisions of the present Article, responsibility in respect of claims against UNICEF resulting from the execution of plans of operations within the territory of India.	The text of article XXI in the revised UNICEF Basic Cooperation Agreement is based on article X(2) of the UNDP/Special Basic Assistance Agreement for purposes of standardization. In negotiations with individual Governments, UNICEF would be prepared to use the India text if that is the wish of the Government.

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E/ICEF/1992/L.2	E/ICEF/1991/L.1/Rev.1 and Corr.1	Comments and proposals by delegations	UNICEF explanatory notes
2. The Government shall, in particular, be responsible for dealing with all claims arising from or directly attributable to the operations under the present Agreement that may be brought by third parties against UNICEF, UNICEF officials, experts on mission and persons performing services on behalf of UNICEF and shall, in respect of such claims, indemnify and hold them harmless, except where the Government and UNICEF agree that the particular claim or liability was caused by gross negligence or wilful misconduct.	2. The Government shall, in particular, be responsible for dealing with all claims, arising from or directly attributable to the operations under the present Agreement, which may be brought by third parties against UNICEF, UNICEF officials, experts on mission and persons performing services on behalf of UNICEF and shall, in respect of such claims, indemnify and hold them harmless, except where the Government and UNICEF agree that the particular claim or liability was caused by gross negligence or wilful misconduct.	"2. The Government shall accordingly be responsible for dealing with any claims which may be brought by third parties against UNICEF or its experts, agents or employees and shall defend and hold harmless UNICEF and its experts, agents and employees in case of any claims or liabilities resulting from the execution of plans of operations made pursuant to the present Agreement, except where it is agreed by the Government and UNICEF that such claims or liabilities arise from the gross negligence or willful misconduct of such experts, agents or employees. "3. In the event of the Government making any payment in accordance with provisions of paragraph 2 of the present article, the Government shall be entitled to exercise and enjoy the benefit of all rights and claims of UNICEF against third persons. "4. The present article shall not apply with respect to any claim against UNICEF for injuries incurred by a staff member of UNICEF.	

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E/ICEF/1992/L.2	E/ICEF/1991/L.1/Rev.1 and Corr.1	Comments and proposals by delegations	UNICEF explanatory notes
		"5. UNICEF shall place at the disposal of the Government any information or other assistance required for the handling of any case to which paragraph 2 of the present article relates or for the fulfillment of the purposes of paragraph 3."	
ARTICLE XXII Settlement of disputes Any dispute between UNICEF and the Government relating to the interpretation and application of the present Agreement which is not settled by negotiation or other agreed mode of settlement shall be submitted to arbitration at the request of either Party. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be the chairman. If within (30) days of the request for arbitration either Party has not appointed an arbitrator, or if within (15) days of the appointment of two arbitrators the third	ARTICLE XX Settlement of disputes 1. Any relevant matter for which no provision is made in the present Agreement and any issue, controversy or dispute between UNICEF and the Government arising out of or relating to the interpretation or application of the present Agreement shall be settled amicably by negotiations between the parties or through conciliation and, failing settlement by either or both oising out of or relating to the interpretation or application ofe parties agree to settlement by conciliation, either party shall have the right to request the appointment of a	Suggests to replace article XX with the following text: "1. Any dispute between the UNICEF and the Government arising out of or relating to the present Agreement which is not settled by negotiation or other agreed mode of settlement shall be submitted to arbitration at the request of either party. Each party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be the chairman. If within thirty days of the request for arbitration either Party has not appointed an arbitrator or if within fifteen days of the appointment of two arbitrators the third	The proposed change has now been incorporated in article XXII (see column 1).

E/ICEF/1992/L.2	E/ICEF/1991/L.1/Rev.1 and Corr.1	Comments and proposals by delegations	UNICEF explanatory notes
arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. The procedure for the arbitration shall be fixed by the arbitrators, and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based, and shall be accepted by the Parties as the final adjudication of the dispute.	conciliator by the President of the International Court of Justice. The procedure for the conciliation proceedings shall be fixed, in consultations with the parties, by the conciliator. The recommendation of the conciliator shall contain a statement of the reasons on which it is based. The parties shall give due consideration to the recommendation of the conciliator. 3. In the event that the parties fail to settle their dispute by negotiation, or through conciliation, or both, the aggrieved party may request the appointment of an arbitrator by the President of the International Court of Justice. The procedure for the arbitration proceedings shall be fixed, in consultation with the parties, by the arbitrator. The decision of the arbitrator shall contain a statement of the reasons on which it is based. The parties shall be bound by such decision and the award of the arbitrator made in accordance with the present Agreement.	arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint the arbitrator. The procedure of the arbitration shall be fixed by the arbitrators, and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators in consultation with the Parties. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute. "2. Any dispute between the Government and an operational expert, if any, arising out of or relating to the conditions of his service within the Government may be referred to the Executing Agency providing the operational expert by either the Government or the operational expert involved, and the Executing Agency concerned shall use its good offices to assist them in arriving at a settlement. If the	UNICEF does not use operational experts or executing agencies in its programmes.

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4. The expenses of the conciliation or arbitration shall be borne equally by the parties.

dispute cannot be settled in accordance with the preceding sentence or by other agreed mode of settlement, the matter shall at the request of either party be submitted to arbitration following the same provisions as are laid down in paragraph 1 of the present article, except that the arbitrator not appointed by either Party or by the arbitrators of the Parties shall be appointed by the Secretary-General of the Permanent Court of Arbitration in consultation with the Parties."

ARTICLE XXIII

Entry into force

1. The present Agreement shall enter into force, following signature, on the day after the exchange between the Parties of an instrument of ratification or acceptance by the Government and of an instrument constituting an act of formal confirmation by UNICEF and, pending such ratification, it shall, by agreement of the Parties, be given provisional effect.

ARTICLE XXIV

Entry into force

The present Agreement shall enter into force, following signature, on the day after the exchange between the parties of an instrument of ratification or acceptance by the Government and of an instrument constituting an act of formal confirmation by UNICEF, and pending such ratification, it shall, by agreement of the parties, be given provisional effect.

No comments.

E/ICEF/1992/L.2	E/ICEF/1991/L.1/Rev.1 and Corr.1	Comments and proposals by delegations	UNICEF explanatory notes
	ARTICLE XXI Interpretation		
	1. The present Agreement shall be interpreted in accordance with the general principles of international law. It shall be construed in good faith in accordance with the ordinary meaning to be given to the terms, in the context they are used in this Agreement, and in the light of its object and purpose, which is to enable UNICEF to discharge its responsibilities fully and efficiently ciently and to execute its mandate in the country.		Paragraph 1 of article XXI (Interpretation) has now been deleted.
2. The present Agreement supersedes and replaces all previous Basic Agreements, including addenda thereto, between UNICEF and the Government.	2. The present Agreement supersedes and replaces all previous basic agreements, including addenda thereof, between UNICEF and the Government.		
ARTICLE XXIV Amendments	ARTICLE XXII Amendments		
The present Agreement may be modified or amended only by written agreement between the Parties hereto.	The present Agreement may be modified or amended only by written agreement between the parties hereto.	No comments.	

E/ICEF/1992/L.2	E/ICEF/1991/L.1/Rev.1 and Corr.1	Comments and proposals by delegations	UNICEF explanatory notes
ARTICLE XXV Termination The present Agreement shall cease to be in force six months after either of the Parties gives notice in writing to the other of its decision to terminate the Agreement. The Agreement shall, however, remain in force for such an additional period as might be necessary for the orderly cessation of UNICEF activities, and the resolution of any disputes between the Parties.	ARTICLE XXIII Termination The present Agreement shall cease to be in force six months after either of the Parties gives notice in writing to the other of its decision to terminate the Agreement, except that those provisions of the present Agreement that are necessary for the orderly cessation of the activities of UNICEF and the disposal of its property in the country, and the resolution of any disputes between the parties shall survive its termination.		This article in the 1991 text has been edited slightly to make it clearer.